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Southern Africa/Oceania Agreement (3rd Edition) ... First Revised Page 1
FMC No. 203-011453-004

WITNESSETH

The Parties Hereto Have Agreed As Follows:

ARTICLE 1: NAME OF AGREEMENT

The name of this Agreement is the Southern Africa/Oceania Agreement, hereinafter referred to as the "Agreement."

ARTICLE 2: PURPOSE OF AGREEMENT

The purpose of this Agreement is to enable the Parties to provide efficient, dependable, durable, stable and competitive transportation service in the trade covered hereby, and for their mutual benefit and that of the shipping public, by means of the cooperative arrangements hereinafter established.

ARTICLE 3: PARTIES TO AGREEMENT

The Parties to this Agreement are:

Safmarine Container Lines N.V. (Safmarine)
Der Gerlachekaai 20, B-2000
Antwerp, Belgium

Mediterranean Shipping Co. S.A. (MSC)
40 Av Eugene Pittard
1206 Geneva, Switzerland

A.P. Moller Maersk A/S, trading under the name of Maersk Sealand
("Maersk Sealand")
50, Esplanaden DK 1098
Copenhagen K, Denmark

5.2 The Parties may charter, cross-charter or otherwise make space/slots available to and/or from each other on their respective vessels for the transport of containerized cargo, empty containers and other cargo equipment in the Trade, all upon such terms and conditions (including those regarding the handling of claims) as they may from time to time agree under appropriate slot charter party arrangements. The Parties also may, subject to their mutual consent, individually or jointly (i) sub-charter or otherwise make space/slots they operate and control, including that obtained from each other as provided above, available to other ocean common carriers operating in the Trade pursuant to agreements at the time in effect under the U.S. Shipping Act, of 1984 (the "Act") and (ii) likewise so obtain space/slots from such other carriers pursuant to such agreements. Except as they may otherwise agree, container cargo carried by the Parties within the scope of this Agreement may only be carried on vessels operated by them under this Agreement, and not on any other vessels or via the services of any other carriers.

5.3 The Parties may agree on their respective services in the Trade including the number, size and type of line-haul and feeder vessels they employ, the rationalization of such services, the number of sailings, schedules, ports called, frequency of port calls and apportionment of total slot capacity. The Parties also may charter and sub-charter vessels to and/or from each other and jointly from others for use in the Trade on such terms as they may, from time to time, agree. The Parties shall, however, contribute no more than a total 16 line-haul

container vessels of no more than 2,250 TEU capacity apiece. Safmarine shall contribute 3 vessels, MSC shall contribute 3 vessels, and Maersk Sealand shall contribute 1 vessel, each of at least 1,650 ~~1,500~~ TEU at 14 tons homogeneous, a minimum of 200 fixed reefer plugs, which can accommodate 40' high cube reefers, and an operating speed of 20 knots. Each Party will bear the full running costs of the vessels it contributes and operates pursuant to this Agreement (including the full hire thereof if voyage or time-chartered), bunkers and P&I costs included, and each Party shall manage/operate such vessels so as to meet mutually established sailing schedules. The Parties further agree that (i) except as they may otherwise agree, they shall not deploy any container vessels in the Trade which would operate in competition with the services provided by them pursuant to this Agreement; and (ii) shipments bound to/from East Africa will not be transported via vessels operated pursuant to this Agreement.

5.4 The Parties may cooperate and agree with regard to the interchange, purchase, lease, sublease, rationalization, pooling, operation and maintenance/repair of containers, chassis and other equipment and facilities including, but not limited to, the number and type of containers they altogether and each shall from time to time contribute, the operation of chassis pools and container depots, freight stations/yards and other places for the receipt and delivery of cargo, unladen container equipment and

the storage of such equipment. The Parties also may cooperate and agree on the operation, procurement and use of terminal facilities, jointly negotiate and enter into leases, subleases or assignments for such facilities, and contract for stevedoring, terminal and other required services or supplies with each other and jointly with third parties. Provided, however, that nothing in this Agreement shall serve to authorize the Parties to jointly establish, operate, or maintain a marine terminal in the United States and further provided that each Party shall bear the procurement, maintenance and repair costs of the containers and chassis it contributes under this Agreement.

5.5 The Parties may pool revenue/earnings/expenses accruing from operations under this Agreement in accordance with the following terms.

(a) All gross freights from cargo within the scope of this Agreement including "single factor rates (net of intermodal revenue)," and 3rd party slot charter revenue will be aggregated and pooled, and all vessel port, cargo loading/discharging, empty container positioning, container theoretical imbalance, container full and empty move allowances, Mozambique terminal handling charge, and chassis costs (forwarder commission/brokerage included, agents commissions/brokerage, equipment control fees, advertisement costs, whether or not agreed, excluded) will likewise be aggregated and pooled. Slots sold to third parties will be pooled on the basis of slot revenue and handling costs. The difference between such income and expenses, (i.e., "earnings") will be apportioned between the parties as follows:

Safmarine 3/7 (42.86%)
Maersk Sealand 1/7 (14.28%)
MSC 3/7 (42.86%)

Notwithstanding the foregoing, any payment to be made pursuant to this Article 5.5. after the first sailings northbound and southbound in 2005, whether made to MSC by Safmarine/Maersk Sealand or vice-versa, shall not exceed U.S.\$300,000 (United States Dollars Three Hundred Thousand) in any given month.

(b) Each Party will issue manifests/bills of lading (and/or equivalent documentation) for its own bookings. Cargo/freight

manifests, manifest correctors and vessel container loading/discharging lists will be prepared, accepted and communicated as the Parties may agree. The Parties may, furthermore, agree to the books, records and accounts to be established by and between them, debit/credit notes and other accounting documents to be maintained and exchanged, currency in which accounts will be stated and rates of exchange to be applied to currency conversion, all matters pertaining to the reconciliation and settlement of accounts, and the appointment of an external audit company to control transactions. Safmarine shall administer the pool account on behalf of Maersk Sealand and will exchange all relevant pooling data with MSC with respect to the operations of both Safmarine and Maersk Sealand.

5.6 (a) The Parties agree that they may, but are not required, to have a common position concerning membership in any conference or rate agreement covering any sector of the Trade. ~~and that each may, but is not required to, maintain membership in the United States/Southern Africa Conference Agreement (FMC No. 202-011259, as amended or as may be amended), or any successor thereto covering ports and points within the geographic scope of this Agreement, so long as it and this Agreement shall remain lawfully in effect. The Parties further agree that Safmarine and MSC have entered into a ratemaking agreement covering the northbound and southbound U.S./Australia, New Zealand ("Oceania") sector of the Trade and may, but are not required to, operate pursuant thereto so long as it and this Agreement shall remain lawfully in effect.~~

(b) The Parties may, on a voluntary basis and subject to the provisions of any conference, rate, discussion or other agreement(s) to which they adhere in the Trade, discuss and agree upon a common position with respect to any matter within the scope thereof. Provided, however, that nothing in this Agreement shall serve to abridge, impede or otherwise restrict exercise of the right of independent action to which each of the Parties may be entitled under any such other agreement.

7.2 A Party may withdraw from this Agreement, without penalty, upon not less than six months' notice in writing of such intent to other Parties ~~but no such notice may be given prior to July 1, 2004.~~

7.3 Except as may be otherwise specifically provided herein, the obligations of the Parties hereunder shall be totally excused to the extent made necessary by the existence and continuation of conditions beyond the Parties' control that render any Party unable to carry out their obligations (other than obligations of the affected Party to pay or expend monies in connection with the performance of such party's responsibilities under the Agreement) because of, or due to, war, civil commotion, invasion, rebellion, hostilities, strikes, labor disputes, sabotage or other work stoppage, unusually severe weather, legal intervention including without limitation regulations or orders of any governmental authority, acts of God, or inability to obtain materials or services, provided that, the Party asserting the existence of such conditions as excuse for non-performance shall promptly give written notice of such conditions to the other Party. In such event, performance of both Parties under the Agreement shall be suspended until such time as the event of force majeure shall terminate.

ARTICLE 8: AGREEMENT VOTING

All matters to be decided under this Agreement, including any amendment/modification thereto, shall be subject to the

consent of all Parties, except that matters pertaining solely to the Oceania portion of the Agreement shall be subject to the consent only of Safmarine and MSC. There shall be no quorum requirements under this Agreement and decisions may be taken at meetings of the Parties or by means of other communications between them.

ARTICLE 9: DURATION AND TERMINATION OF AGREEMENT

This Agreement or any amendment thereto ~~Amendment No. 003~~ may be implemented, in whole or in part, as from the date it becomes lawfully effective and binding and its term shall be of indefinite duration. The Parties may, however, decide to terminate or suspend this Agreement at any time and upon such terms as they may determine, provided that any such termination or suspension shall be implemented in accordance with any governmental requirements applicable thereto. Any voyage of a vessel of a Party operated pursuant to this Agreement which has commenced but has not been completed prior to the effective date of the termination of this Agreement under this Article, or Article 7.2 hereto, shall be subject to the terms of this Agreement in its entirety. Any obligation jointly or severally incurred by the Parties under this Agreement during the term thereof shall survive its termination.

ARTICLE 10: ASSIGNMENT OF AGREEMENT

A Party may not assign or transfer this Agreement, or any of its rights and obligations hereunder, to any other person without the prior written consent of other Parties.

to be appointed by the President of the London Maritime Arbitrators Association (the "Association") following the request, by notice in writing, for such appointment made by any involved Party.

12.3 The arbitration shall be conducted in accordance with the laws of England pursuant to the Arbitration Act of ~~1979~~ 1996, or any statutory modification or reenactment thereof at the time in force (the "Arbitration Act"), and to such rules of the Association as may be applicable to such arbitration proceedings as also at the time in force. The Parties may, by mutual consent, elect to observe the Short Form Rules of the Association. To the extent permitted by the Arbitration Act, the Parties expressly exclude, pursuant to section 3(1) thereof, the jurisdiction of the English High Court of Justice to entertain any appeal or application under sections 1 and/or 2 of the Arbitration Act.

12.4 It is hereby stipulated that all fees and expenses of the arbitration shall be for the account of the Party at fault, or otherwise failing to prevail on the merits, and that the arbitrator shall be requested to expressly provide for same in the award and to determine all questions with regard thereto. All other costs and expenses of the arbitration shall be paid for and borne by the Parties as provided by the rules of the Association or as determined by the arbitrator if not otherwise covered by such rules. It is further expressly stipulated in advance that any award and/or decision issued in consequence of any matter arbitrated pursuant hereto shall not be published by the Association or by any of its correspondents but shall be held in confidence by them and by the Parties.